

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission, ("Commission"), and the following contractor:

Perpetual Storage Inc.
6279 East Little Cottonwood Canyon Rd
Sandy, UT 84092

006098
CONTRACT NUMBER

James Nowa
Contact Person

801-942-1950
Phone Number

952513836
Federal Tax ID#

01589A
Vendor Number

97170000000
Commodity Code(s)

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

2. GENERAL PURPOSE OF THIS CONTRACT: Storage of records.
3. PROCUREMENT: This contract is entered into as a result of the pre-approved attached sole source.
4. CONTRACT PERIOD. Effective Date: 7/01/99. Termination Date: 6/30/02, unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal Options: Two one (1) year renewal.
5. CONTRACT COSTS: Contractor will be paid a maximum of \$3,000.00 for costs authorized by this Contract.
6. ATTACHMENT A: State of Utah, Standard Terms and Conditions
ATTACHMENT B: Perpetual Inc. Record Storage Agreement
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED.
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract;
- b. Utah State procurement Code and Procurement Rules.

IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

Contractor Signature Date

Division Director Date

Contractor Name (Please Print)

Budget Officer Date

Title

Contract Officer Date

Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

Division of Finance Date





RECORD STORAGE AGREEMENT
PERPETUAL STORAGE, INC.

DATED: June 21, 1999

This Agreement is made between Perpetual Storage, Inc., a California corporation qualified to do and doing business in the State of Utah with its principal office in Utah at 6279 East Little Cottonwood Canyon Road, Sandy, Utah 84092

hereinafter "Perpetual Storage", and Utah State Tax Commission, hereinafter "Depositor."

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **RECORDS STORED:** Depositor hereby engages Perpetual Storage to store the records set forth on Schedule "A", which Schedule is attached hereto and made a part hereof, at Perpetual Storage's constant temperature storage facility located in Little Cottonwood Canyon, Salt Lake County, State of Utah, at the storage and handling charges indicated on Schedule "A".

2. **WARRANTY BY PERPETUAL STORAGE:** Perpetual Storage warrants the following:

- A. Unless otherwise specified in writing between the parties, all records will be kept in the maximum security area of the storage facility in the usual storage fixtures supplied by Perpetual Storage.
- B. Records will be kept under constant temperature and controlled humidity levels while inside the vault proper.
- C. Perpetual Storage will provide a 24-hour security system for the vault in which the records are stored.
- D. Records stored will be coded and indexed and will not be co-mingled with records of other depositors in storage drawers or rack units. Records will, however, be stored within the same vault structure.
- E. Strict admission and retrieval procedures will be adhered to concerning access to the storage facility. At no time will depositor's records be accessible to anyone but the depositor, his authorized agents as set forth on the ACCESS AUTHORIZATION FORM and bonded personnel employed by Perpetual Storage.
- F. Reasonable precautions will be taken to assure safe handling, filing, retrieval and delivery of all records.

3. **TERM:** This Agreement shall be for a term of one year from the date hereof and shall be automatically renewed for successive terms of one year each until either party shall cancel this Agreement by giving the other written notice of its election to cancel, at least thirty (30) days prior to the expiration of the then existing term of one (1) year.

4. **STORAGE CHARGES:** Storage charges become applicable on the date that Perpetual Storage accepts care of records regardless of the unloading date or the date of issue of any warehouse receipt. All storage charges shall be billed yearly and shall be due and payable within ten (10) days after the date of the yearly billing statement. Storage charges for the first year shall be paid upon receipt of records by Perpetual Storage.

5. **HANDLING:**

A. **Regular Services:** The storage rates set forth on Schedule "A" cover the ordinary labor involved in receiving records at the warehouse door, placing records in storage, and returning records to the warehouse door.

B. **Additional Services:** Unless otherwise agreed the following services shall be subject to an additional charge:

- (1) Loading or retrieval of records.
- (2) Receipt and handling of damaged records.
- (3) Delivery of records to or receipt of records from a point other than at the warehouse door.
- (4) Labor and materials for special packaging or unpackaging.
- (5) File referencing and inventories.
- (6) Interfiling.
- (7) Special indexing.
- (8) Other services as agreed.

C. **Rate:** Charges for the above additional services and all other requested additional services shall be at the rate of

\$ _____ per hour and \$.17 per mile traveled or at such other rates as agreed between the parties. Charges for additional services shall be billed monthly and shall be due and payable within ten (10) days after the date of the monthly billing statement.

6. **INTEREST:** Interest at the rate of eighteen (18) percent per annum will be charged on all overdue amounts.

7. **AMENDED RATE SCHEDULE:** The storage charges and handling charges set forth herein may be amended from time to time by written agreement of the parties.

8. **TITLE TO RECORDS:** Depositor warrants that he has clear title to the records to be stored and the right to store the same and that the records are free from all liens and encumbrances. If Perpetual Storage be made a party to any litigation in

connection with the records stored then depositor shall pay all necessary costs and expenses including a reasonable attorneys fee and costs of court in connection with such litigation. Further, depositor shall indemnify Perpetual Storage against any and all claims for unpaid transportation charges, including under charges, demurrage, detention charges, or charges of any other nature in connection with records shipped to Perpetual Storage. In the event records are shipped to Perpetual Storage having any charges of any kind unpaid in connection therewith, Perpetual Storage shall have the right to refuse such records and shall not be liable or responsible for any loss, injury or damage to such records.

Depositor further warrants that no articles or records tendered for storage consist of illegally held narcotics, explosives, radio active material, nitrate film, or other articles inherently hazardous or of a character to injure the storage facility or property stored therein and that it will not use the storage facilities for illegal purposes. Perpetual Storage reserves the right to inspect any and all records at any time if it has reason to believe any hazardous or illegal material is about to be stored by depositor.

9. **INSPECTION:** Depositor acknowledges that it has selected Perpetual Storage facilities and that it has had ample opportunity to inspect the same. Depositor takes full responsibility for determining that the facilities of Perpetual Storage are satisfactory and suitable for the records to be stored therein by depositor, and Perpetual Storage has no liability for such selection. Perpetual Storage has not examined the records to be stored and expressly makes no representation or agreement that the material or information stored on or in the records is of the type or content represented by depositor.

10. **REFUSAL OF RECORDS:** Perpetual Storage may refuse to accept records tendered for storage for any reason whatsoever without liability for such refusal.

11. **MOVING RECORDS:** Perpetual Storage reserves the right to move, at Perpetual Storage's expense, on thirty (30) days notice to depositor, any records in storage from the storage facility in which they may be stored to any other storage facility. If, however, depositor takes delivery of such records in lieu of transfer, no storage charge shall be made for the current storage month. Perpetual Storage may, without notice, move records within the storage facility in which they are stored.

12. **TERMINATION:** On thirty (30) days written notice to depositor, Perpetual Storage may terminate this Agreement and may require the removal of any records stored. If the records are not removed before the end of the thirty-day period, Perpetual Storage may sell them in accordance with applicable law.

In the event Perpetual Storage, in good faith, believes that records are about to deteriorate or decline in value to less than the amount of its lien before the end of the thirty-day period, Perpetual Storage may specify in the notification any reasonable shorter time for removal of the records. If records are not so removed, Perpetual Storage may sell records at public sale held at least ten (10) days after notification.

In the event the stored records are hazardous to other property, to the storage facility in which records are stored, or to any person, Perpetual Storage may immediately remove the records from the storage facility without liability and may sell said records at public or private sale without advertisement after reasonable notification to all persons known to claim an interest in the records. If Perpetual Storage, after a reasonable effort, is unable to sell records, Perpetual Storage may dispose of the records in any lawful manner and shall incur no liability by reason of such disposition.

In the event Perpetual Storage determines that there is no reasonable market for the sale of the records stored, and after reasonable written notice to depositor of termination of this agreement, Perpetual Storage may dispose of any unclaimed records in any manner or time it sees fit.

13. **DELIVERY OF RECORDS:** Records shall be delivered or transferred only on receipt by Perpetual Storage of complete instructions properly signed by depositor or his authorized agent as specified on the ACCESS AUTHORIZATION FORM. Perpetual Storage shall have the right to refuse delivery of any records to any person when in doubt as to his authority and such refusal shall be without liability on the part of Perpetual Storage. In the event that a negotiable warehouse receipt has been issued, no records covered by that receipt shall be delivered or transferred on the books of Perpetual Storage, unless the receipt, properly endorsed, is surrendered for cancellation or for endorsement of partial delivery thereon. If a negotiable receipt is lost or destroyed, delivery of records may be made only on order of a court of competent jurisdiction or upon posting of security approved by Perpetual Storage.

In the event Perpetual Storage is unable to carry out instructions for delivery because of acts of God, war, public enemies, seizure under legal process, strikes, lockouts, riots or any other reason beyond Perpetual Storage's control or because of any other excuse provided by law, Perpetual Storage shall not be liable for failure to carry out such instructions or to deliver such records and records remaining in storage shall continue to be subject to regular storage charges.

14. **LIABILITY:**

- A. PERPETUAL STORAGE SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO RECORDS HOWEVER CAUSED UNLESS SUCH LOSS OR INJURY RESULTS FROM FAILURE BY PERPETUAL STORAGE TO EXERCISE SUCH CARE IN REGARD TO RECORDS AS A REASONABLY CAREFUL MAN WOULD EXERCISE UNDER LIKE CIRCUMSTANCES, AND PERPETUAL STORAGE IS NOT LIABLE FOR DAMAGES THAT COULD NOT HAVE BEEN AVOIDED BY THE EXERCISE OF SUCH CARE.

15. **WAREHOUSE RECEIPTS:** All warehouse receipts shall be non-negotiable and will be of the form prescribed by Perpetual Storage. Failure to return any warehouse receipt for correction within five (5) days after receipt thereof by depositor shall be evidence that such receipt is correct and that delivery will be made only in accordance therewith.

16. **LIEN:** Perpetual Storage shall have a lien on any and all property or records deposited with it at any time by depositor for any and all unpaid storage, handling or additional charges and any and all costs and attorneys' fees incurred. Depositor further grants Perpetual Storage a security interest in all of the items deposited to secure the payment of all storage and other charges incurred. The parties agree that Perpetual Storage shall have all of the rights and be subject to all of the duties of a secured party under Article 9 of the Utah Uniform Commercial Code.

17. **CLAIMS:** No action may be maintained by depositor or others against Perpetual Storage for loss or injury to records unless timely written claim has been given not later than ten (10) days after delivery of records by Perpetual Storage to depositor or sixty (60) days after depositor is notified by Perpetual Storage that loss or injury to all or any part of the records has occurred, whichever first occurs.

18. **INDEMNIFICATION:** Depositor hereby agrees to indemnify and hold Perpetual Storage harmless from any loss or damage to depositor's own property or records or any other property stored in Perpetual Storage's facility, caused by depositor's own negligence in preparing, packaging or disclosing the nature of its stored articles.

19. **INTEGRATED AGREEMENT:** This Agreement constitutes the entire Agreement of the parties hereto. Perpetual Storage shall not be bound by any promise or representation made at any time, unless made in writing and signed by both parties and made a part of this Agreement. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

20. **ATTORNEYS' FEES:** In the event it becomes necessary to enforce any of the terms or provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs of suit incurred.

21. **GOVERNING LAW:** This Agreement and the rights, duties and obligations of the parties hereto shall be construed according to and governed by the laws of the State of Utah, United States of America.

22. **NOTICE:** All notices and claims to be given under this Agreement shall be given in writing either personally or by registered or by certified mail, postage pre-paid, with the address being that set forth below the signature on this Agreement of the party to whom the notice or claim is to be given, or at such other place as either of the parties may from time to time designate in writing. The date of service of notice shall be the date of actual personal service or the postmark on the registered or certified mail, as the case may be.

PERPETUAL STORAGE, INC.

By 

Title: V.P.

Address: 6279 East Little Cottonwood Canyon Road
Sandy, Utah 84092

DEPOSITOR:

Utah State Tax Commissioner

By 

(authorized signature)

Address: 210 N. 1950 W.

SLC, UT. 84134

SCHEDULE "A"
VALUE OPTIONS

Form No. _____

Date: June 21, 1999

A Minimum Value Option

Depositor, in consideration of the basic or lowest rate of storage to be charged by Perpetual Storage, as set forth below, declares that the value of each of the following records stored in this lot, or later received for the account of the depositor, is set forth in the following schedule and that Perpetual Storage's liability in case of loss or damage from any cause while such records are in its possession, shall not exceed the total value so declared:

ITEM	LIMITED VALUE	NO. OF ITEMS	STORAGE RATE PER YEAR
ROLL MICROFILM:			
silver 16mm x 100'	\$ 6.00 each	_____	_____
silver 35mm x 100'	\$ 8.25 each	_____	_____
diaz 16mm x 100'	\$ 4.00 each	_____	_____
diaz 35mm x 100'	\$ 4.50 each	_____	_____
MICROFICHE:			
silver 4" x 6" sheet	\$ 0.40 each	_____	_____
diaz 4" x 6" sheet	\$ 0.15 each	_____	_____
APERTURE CARDS:			
silver film	\$ 0.40 each	_____	_____
diaz film	\$ 0.25 each	_____	_____
HARDCOPY:			
8 1/2" x 11" price per pound	\$ 1.50	_____	_____
8 1/4" x 11" price per pound	\$ 1.75	_____	_____
MAGNETIC COMPUTER TAPE			
price per 2600' reel	\$ 20.00	1 to 200	\$5.25 per tape per year
MISC.			
once a week courier service at \$23.50			_____
Emergency delivery at \$50.00			_____
_____			_____
_____			_____

TOTAL DECLARED VALUE AND LIMITATION OF LIABILITY: _____

TOTAL ANNUAL BASIC STORAGE RATE: _____

Additional records to be stored will be evidenced by warehouse receipts and will be stored at the rates and declared limited values set forth herein.

AMENDMENT NUMBER 2 to CONTRACT NUMBER 006098

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Perpetual Storage, Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended
 - From: 7/1/99
 - To : 6/30/04
2. The dollar amount of change to the contract for this amendment is: N/A
3. The total contract amount is now changed:
 - From: N/A
 - To : N/A
4. Other changes to the contract include: N/A
5. Effective Date of Amendment: 07/01/03

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature Date

Division Director Date

Contractor Name (Please Print)

Budget Officer Date

Title

Contract Officer Date



Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

AMENDMENT NUMBER 1 to CONTRACT NUMBER 006098

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, Processing Division, referred to as Commission and Perpetual Storage Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended
 - From: 7/01/99
 - To : 6/30/03
2. The dollar amount of change to the contract for this amendment is: \$1,000.00
3. The total contract amount is now changed:
 - From: \$3,000.00 (current contract amount)
 - To: \$4,000.00 (current contract amount + amended amount)
4. The contract now reads: 4. Contract Period. "Effective Date: 7/01/99. Termination Date 6/30/02,..."
The contract is amended to read: 4. Contract Period. "Effective Date: 7/1/99. Termination Date 6/30/03..."
5. Effective Date of Amendment: 07/01/02

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature Date

Division Director Date

Contractor Name (Please Print)

Budget Officer Date

Title

Contract Officer Date



Rodney G. Marrelli, Executive Director Date

Director, Division of Purchasing Date

Division of Finance Date